

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**

**AMAZON.COM SERVICES LLC**

**and**

**Case 19-CA-266977**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 21**

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT at **9:00 a.m.** on the **28<sup>th</sup> day of September, 2021**, in the James C. Sand Hearing Room of the Jackson Federal Building, 915 Second Avenue, 29<sup>th</sup> Floor, Seattle, Washington, or via the Zoom videoconference platform, and on consecutive days thereafter until concluded, a hearing in the above-captioned matter will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in the Complaint that issued on May 14, 2021. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington this 24<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Anne P. Pomerant, Acting Regional Director  
National Labor Relations Board, Region 19  
915 2nd Ave., Ste. 2948  
Seattle, WA 98174-1006

Attachments

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 19-CA-266977

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

**E-service**

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 21,

Charging Party,

And

AMAZON.COM SERVICES LLC,

Respondent.

Case No. 19-CA-266977

**RESPONDENT'S ANSWER TO COMPLAINT**

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent" or "Amazon") by and through its attorneys, Seyfarth Shaw LLP, hereby submits its Answer to Complaint as follows:

**COMPLAINT ¶1:**

The charge in this proceeding was filed by the Union on October 1, 2020, and a copy was served on Respondent by U.S. mail on the same date.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(a):**

At all material times, Respondent, a Delaware limited liability company with its headquarters and offices in Seattle, Washington, has been engaged in the business of providing online retail sales throughout the United States.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(b):**

In conducting its business operations described above in paragraph 2(a) during the past twelve (12) months, a representative period, Respondent derived gross revenues in excess of \$500,000.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(c):**

In conducting its business operations described above in paragraph 2(a) during the past twelve (12) months, a representative period, Respondent purchased and received at its Seattle, Washington headquarters and offices goods valued in excess of \$50,000 directly from points outside the State of Washington.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(d):**

At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

**ANSWER:**

Admitted.

**COMPLAINT ¶3:**

At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

**ANSWER:**

Admitted.

**COMPLAINT ¶4:**

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

Jeff Bezos - Founder/CEO/President  
**(b) (6), (b) (7)(C)**

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

**ANSWER:**

Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation concerning the “Unnamed Agent,” and therefore denies this allegation. With respect to the allegations concerning whether the identified individuals are or were supervisors and/or agents within the meaning of the National Labor Relations Act, these allegations state legal conclusions for which no response is required. To the extent a response is required, these allegations are denied. Respondent denies all remaining allegations in paragraph 4 of the Complaint and affirmatively states that (b) (6), (b) (7)(C) position is (b) (6), (b) (7)(C)

**COMPLAINT ¶5:**

On various dates in March and early April 2020, Respondent’s (b) (6), (b) (7)(C) employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) engaged in a variety of protected, concerted activities with other (b) (6), (b) (7)(C) employees in support of Respondent’s fulfillment center (“warehouse”) employees throughout the United States, and specifically in support of Respondent’s warehouse employees’ protected, concerted efforts to persuade Respondent to provide greater COVID-19 safety protections in their warehouses during the outbreak of the COVID-19 pandemic.

**ANSWER:**

Denied.

**COMPLAINT ¶6(a):**

On or about (b) (6), (b) (7)(C) 2020, Respondent discharged its employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

**ANSWER:**

Admitted.



**COMPLAINT ¶6(b):**

Respondent engaged in the conduct described above in paragraph 6(a) because (b) (6), (b) (7)(C) and engaged in protected, concerted activities, including those described above in paragraph 5, and/or to discourage employees from engaging in these or other protected, concerted activities.

**ANSWER:**

Denied.

**COMPLAINT ¶6(c):**

By its conduct described above in paragraph 6(a), Respondent enforced its facially neutral External Communications and Solicitation policies selectively and disparately in order to restrict employees from engaging in protected, concerted activities.

**ANSWER:**

Denied.

**COMPLAINT ¶7:**

By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

**ANSWER:**

Denied.

**COMPLAINT ¶8:**

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

**ANSWER:**

Denied.

**SEPARATE DEFENSES**

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.

2. Any monetary damages claimed for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) should be mitigated by their earnings from other employment or other work and/or to the extent that they failed to reasonably and diligently search for, or to accept any offers of, alternative employment.
3. The conduct that led to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) dismissal from employment was not protected concerted activity under Section 7 of the Act and therefore was not a violation of Section 8(a)(1) of the Act.
4. The Board may not require the reinstatement of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) or the payment of any backpay because they were both discharged for cause.
5. The Acting General Counsel has no authority to prosecute the Complaint based on the premature and improper removal of General Counsel Peter Robb on January 20, 2021. Pursuant to Section 3(d) of the Act, the General Counsel is appointed “for a term of four years” and has the “final authority . . . in respect of the prosecution of such complaints before the Board.” General Counsel Peter Robb’s improper removal and replacement, before his four-year term ended on or about November 15, 2021, renders prosecution of the Complaint *ultra vires*.

Wherefore, Respondent requests that the Complaint be dismissed, with prejudice.

**DATED: May 28, 2021**

Respectfully submitted,

SEYFARTH SHAW LLP

By:   
One of Its Attorneys

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Attorneys for Respondent  
AMAZON.COM SERVICES LLC

**CERTIFICATE OF SERVICE**

I, Karla Sanchez, an attorney, do hereby certify that I have caused a true and correct copy of the foregoing RESPONDENT'S ANSWER TO COMPLAINT to be served on the Regional Director via electronic filing, and on the following party of record via email and US Mail on this 28th day of May:

Pia Rivera, Organizer  
UFCW, Local 21  
5030 First Ave., S., Ste. 200  
Seattle, WA 98134-2438  
Email: privera@ufcw21.org

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 21,

Charging Party,

And

AMAZON.COM SERVICES LLC,

Respondent.

Case No. 19-CA-266977

**RESPONDENT'S AMENDED ANSWER TO COMPLAINT**

Pursuant to Sections 102.20, 102.21, and 102.23 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent" or "Amazon") by and through its attorneys, Seyfarth Shaw LLP, hereby submits its Amended Answer to Complaint as follows:

**COMPLAINT ¶1:**

The charge in this proceeding was filed by the Union on October 1, 2020, and a copy was served on Respondent by U.S. mail on the same date.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(a):**

At all material times, Respondent, a Delaware limited liability company with its headquarters and offices in Seattle, Washington, has been engaged in the business of providing online retail sales throughout the United States.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(b):**

In conducting its business operations described above in paragraph 2(a) during the past twelve (12) months, a representative period, Respondent derived gross revenues in excess of \$500,000.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(c):**

In conducting its business operations described above in paragraph 2(a) during the past twelve (12) months, a representative period, Respondent purchased and received at its Seattle, Washington headquarters and offices goods valued in excess of \$50,000 directly from points outside the State of Washington.

**ANSWER:**

Admitted.

**COMPLAINT ¶2(d):**

At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

**ANSWER:**

Admitted.

**COMPLAINT ¶3:**

At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

**ANSWER:**

Admitted.

**COMPLAINT ¶4:**

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

Jeff Bezos - Founder/CEO/President  
**(b) (6), (b) (7)(C)**

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

**ANSWER:**

Respondent lacks knowledge or information sufficient to form a belief about the truth of the allegation concerning the “Unnamed Agent,” and therefore denies this allegation. With respect to the allegations concerning whether the identified individuals were supervisors and/or agents within the meaning of the National Labor Relations Act at the times of the allegations set forth herein, these allegations state legal conclusions for which no response is required. To the extent a response is required, these allegations are admitted. Respondent denies all remaining allegations in paragraph 4 of the Complaint. Respondent affirmatively states that the following individuals held the positions set forth opposite their respective names at the times of the allegations set forth herein:

Jeff Bezos Founder/CEO

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
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(b) (6), (b) (7)(C)

**COMPLAINT ¶5:**

On various dates in March and early April 2020, Respondent’s (b) (6), (b) (7)(C) employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) engaged in a variety of protected, concerted activities with other technical employees in support of Respondent’s fulfillment center (“warehouse”) employees throughout the United States, and specifically in support of Respondent’s warehouse employees’ protected, concerted efforts to persuade Respondent to provide greater COVID-19 safety protections in their warehouses during the outbreak of the COVID-19 pandemic.

**ANSWER:**

Denied.

**COMPLAINT ¶6(a):**

On or about (b) (6), (b) (7)(C) 2020, Respondent discharged its employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

**ANSWER:**

Admitted.

**COMPLAINT ¶6(b):**

Respondent engaged in the conduct described above in paragraph 6(a) because (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) engaged in protected, concerted activities, including those described above in paragraph 5, and/or to discourage employees from engaging in these or other protected, concerted activities.

**ANSWER:**

Denied.

**COMPLAINT ¶6(c):**

By its conduct described above in paragraph 6(a), Respondent enforced its facially neutral External Communications and Solicitation policies selectively and disparately in order to restrict employees from engaging in protected, concerted activities.

**ANSWER:**

Denied.

**COMPLAINT ¶7:**

By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

**ANSWER:**

Denied.

**COMPLAINT ¶8:**

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

**ANSWER:**

Denied.

**SEPARATE DEFENSES**

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.
2. Any monetary damages claimed for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) should be mitigated by their earnings from other employment or other work and/or to the extent that they failed to reasonably and diligently search for, or to accept any offers of, alternative employment.
3. The conduct that led to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) dismissal from employment was not protected concerted activity under Section 7 of the Act and therefore was not a violation of Section 8(a)(1) of the Act.
4. The Board may not require the reinstatement of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) or the payment of any backpay because they were both discharged for cause.
5. The Acting General Counsel has no authority to prosecute the Complaint based on the premature and improper removal of General Counsel Peter Robb on January 20, 2021. Pursuant to Section 3(d) of the Act, the General Counsel is appointed “for a term of four years” and has the “final authority . . . in respect of the prosecution of such complaints before the Board.” General Counsel Peter Robb’s improper removal and replacement, before his four-year term ended on or about November 15, 2021, renders prosecution of the Complaint *ultra vires*.

Wherefore, Respondent requests that the Complaint be dismissed, with prejudice.



**DATED: August 6, 2021**

Respectfully submitted,

SEYFARTH SHAW LLP

By:   
One of Its Attorneys

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Attorneys for Respondent  
AMAZON.COM SERVICES LLC

**CERTIFICATE OF SERVICE**

I, Karla Sanchez, an attorney, do hereby certify that I have caused a true and correct copy of the foregoing RESPONDENT'S AMENDED ANSWER TO COMPLAINT to be served on the Regional Director via electronic filing, and on the following party of record via email and US Mail on this 6th day of August:

Pia Rivera, Organizer  
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Seattle, WA 98134-2438  
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